

12-13-2000



101548284

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)
Document ID #

☐ Correction of PTO Error
Reel # Frame #

☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☐ License

☒ Security Agreement ☐ Nunc Pro Tunc Assignment

☐ Merger

☐ Change of Name

☐ Other

Effective Date
Month Day Year

Conveying Party

☐ Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

☐ Individual ☐ General Partnership ☒ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☒ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

12/12/2000 GTOM11 00000379 75372364

01 FC:481
02 FC:482

40.00 OP
200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, **TRADEMARK**
REEL: 002193 FRAME: 0643

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75372364		

2256565	2258739	2264179
1737388	2208796	2266272
2210795	2258740	

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒ Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Laura A. Lopez

Name of Person Signing

Signature

11/12/00

Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 3, 2000 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of PNC Bank, National Association., as agent (in such capacity, the "Agent") for the Lenders (as defined in the Revolving Credit and Security Agreement referred to below).

WHEREAS, the Borrowers have entered into a Revolving Credit and Security Agreement, dated as of May 3, 2000 (as amended, supplemented, replaced or otherwise modified from time to time, the "Revolving Credit and Security Agreement"), with the financial institutions from time to time party thereto and the Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Revolving Credit and Security Agreement.

WHEREAS, under the terms of the Revolving Credit and Security Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain General Intangibles of the Grantors to the Agent for the ratable benefit of the Lenders, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities including, without limitation, the Canadian Copyright Office, the Canadian Trademark Office, the Canadian Patent Office and the Canadian Industrial Design Office (collectively, the "Canadian Intellectual Property Office").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Agent for the ratable benefit of the Lenders a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other

rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-art, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trade Secrets");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture,

distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

Section 1.1. Exception re Last Day. The last day of the term of each license granted to any Grantor with respect to any Canadian Intellectual Property Collateral shall be excepted for the grant of security and shall not form part of the Intellectual Property Collateral. Each Grantor shall stand possessed of that day in trust to assign and dispose of it as Agent directs.

Section 1.2. License/Assignment of Intellectual Property. For the purpose of enabling Agent or any Receiver to exercise the rights and remedies under this Agreement or the Revolving Credit and Security Agreement (including, without limitation, in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of Intellectual Property Collateral) at such time as Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to Agent, for the benefit of Agent and Lenders, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, license or sublicense any Intellectual Property Collateral now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout hereof. In addition, upon receiving written demand from Agent after a default has occurred, each Grantor shall assign the Intellectual Property to whomever Agent directs, including to Agent. Each Grantor appoints any officer or director of Agent to be its attorney in accordance with applicable law including the *Powers of Attorney Act* (Ontario) with full power of substitution and to do on such Grantor's behalf anything that is required to assign, license, sublicense or transfer, and to record any assignment, license, sublicense or transfer of, the Intellectual Property Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the security interests in favor of Agent.

Section 1.3. Attachment. The security interest created hereby is intended to attach when this Intellectual Property Security Agreement is signed by Grantors and delivered to Agent.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer in any applicable jurisdiction including, without limitation, the Canadian Intellectual Property Office, record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


Section 4.1. Copy of Agreement. Each Grantor hereby acknowledges receipt of a copy of this Intellectual Property Security Agreement.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Revolving Credit and Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Revolving Credit and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Revolving Credit and Security Agreement, the provisions of the Revolving Credit and Security Agreement shall govern.


IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

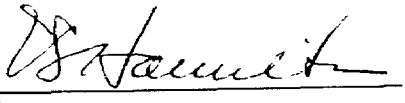
VISTA INFORMATION SOLUTIONS, INC.,
a Delaware corporation

By: 
Name: *E.S. Hamilton*
Title: *Vice President / Asst. Secretary*

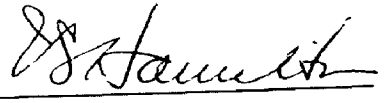
VISTA ENVIRONMENTAL INFORMATION,
INC., a Delaware corporation

By: 
Name: *E.S. Hamilton*
Title: *Vice President / Asst. Secretary*

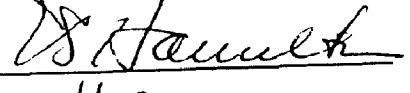
E/RISK INFORMATION SERVICES,
a California corporation

By: 
Name: *E.S. Hamilton*
Title: *Vice President / Asst. Secretary*


GEOSURE, INC.,
a Delaware corporation

By: 
Name: *E.S. Hamilton*
Title: *Vice President / Asst. Secretary*

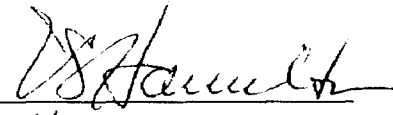
GEOSURE, L.P.,
a New York limited partnership
By: GeoSure, Inc., its general partner

By: 
Name: *E.S. Hamilton*
Title: *Vice President / Asst. Secretary*

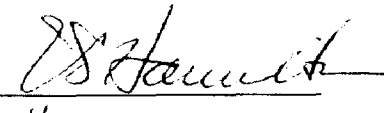
ENSITE CORPORATION OF DENVER,
a Colorado corporation

By: 
Name: E.S. Hamilton
Title: Vice President / Asst. Secretary

ECOSEARCH ACQUISITION, INC.,
a Delaware corporation

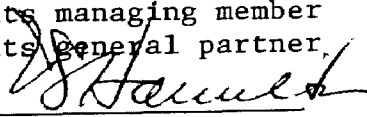
By: 
Name: E.S. Hamilton
Title: Vice President / Asst. Secretary

**ECOSEARCH ENVIRONMENTAL
RESOURCES, INC.,**
an Indiana corporation

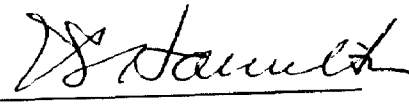
By: 
Name: E.S. Hamilton
Title: Vice President / Asst. Secretary

NRC ACQUISITION, L.L.C.,
a Delaware limited liability company

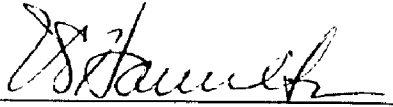
By: GeoSure, L.P., its managing member
By: GeoSure, Inc., its general partner,

By: 
Name: E.S. Hamilton
Title: Vice President / Asst. Secretary

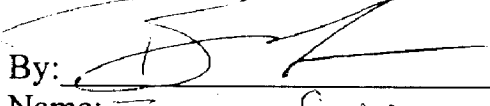
NRC INSURANCE SERVICES, INC.,
a North Carolina corporation

By: 
Name: E.S. Hamilton
Title: Vice President / Asst. Secretary

VISTA DMS, INC.,
a Delaware corporation

By: 
Name: *E. S. Hamilton*
Title: *Vice President / Asst. Secretary*

VISTAINFO CANADA, INC.,
an Ontario corporation

By: 
Name: *T. S. Hamilton*
Title: *Secretary*

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On May 4, 2000 before me, ROBBIN C. POWELL, Notary Public, personally appeared
Steve Hamilton and Brian Conu

_____ personally known to me

or

 X proved to me on the basis of satisfactory evidence

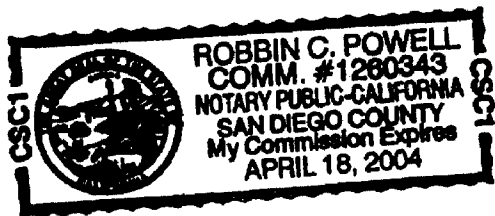
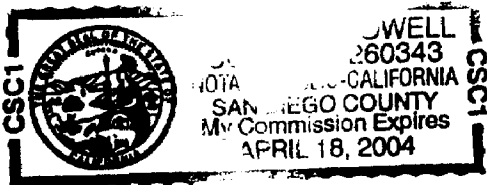
to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



SIGNATURE OF NOTARY PUBLIC

(S E A L)



SCHEDULE I

UNITED STATES: TRADEMARKS

	Mark Serial No.	Serial No.	Filing Date	International Class	Registration Date	Registration Number	Status
ECOSEARCH ENVIRONMENTAL RESOURCES, INC.							
1.	ECOSEARCH	75/028,084	12/5/95	42	6/24/97	2,073,326	Registered
E/RISK INFORMATION SERVICES							
1.	E-RISK	75/035,125	12/21/95	16, 42	9/1/98	2,186,246	Registered
ENSITE CORPORATION TA ENTRAC CORPORATION							
1.	1940 GUARANTEED! Colorado State	N/A	1/9/95	42	1/9/96	951002803	Registered (Colorado State)
2.	ENTRAC ENVIRON- MENTAL RECORDS SEARCH Colorado State	N/A	5/8/90	100	5/8/90	901043782	Registered (Colorado State)
3.	ENSURA	75/379,388	10/24/97	36, 42			Pending (ITU)
GEOSURE L.P. (The U.S. Environment Risk Assessment Service, L.P. d/b/a Environmental Risk Information & Imaging Services)							
1.	ENVIRONMENTAL RISK INFORMATION & IMAGING SERVICES	75/367,057	10/2/97	42	6/29/99	2,256,565	Registered
2.	ERIIS	74/266,937	4/17/92	42	12/1/92	1,737,388	Registered

-1-

Gray Cary/SD\1356853.1
102695-151255

UNITED STATES: TRADEMARKS

	Mark Serial No.	Serial No.	Filing Date	International Class	Registration Date	Registration Number	Status
3.	ERIISCAN	75/367,060	10/2/97	36	12/15/98	2,210,795	Registered
4.	ERIISCORE	75/367,058	10/26/97	36	7/6/99	2,258,739	Registered
5.	ERIISMAP	75/367,061	10/2/97	42	12/8/98	2,208,796	Registered
6.	ERIISNET	75/367,059	10/2/97	36	7/6/99	2,258,740	Registered
7.	ERIS and Design	75/366,811	10/2/97	42	7/27/99	2,264,179	Registered
8.	FLOODSURE	75/372,364	10/14/97	42			Pending (ITU)
9.	Target Design	75/366,810	10/2/97	42	8/3/99	2,266,272	Registered
VISTA DMS, INC. [MOORE NORTH AMERICA, INC. (fka Moore Business Forms, Inc. and Moore U.S.A., Inc.)]							
1.	ACCUSYNC	75/714,007	5/26/99	9			Pending (ITU)
2.	AD-EASE	74/407,416	6/30/93	9	10/22/96	2,010,388	Registered
3.	BE SELECTIVE, NOT EXCLUSIVE	75/544,764	8/31/98	35			Pending (ITU)
4.	Compass Design	74/367,487	3/12/93	35, 42	4/18/95	1,890,371	Registered
5.	CONNECTING REAL ESTATE PROFESSIONALS WITH QUALIFIED HOME BUYERS AND SELLERS	75/504,913	6/18/98	35			Pending (ITU)
6.	CYBERHOMES	75/058,760	2/15/96	16	9/9/97	2,095,953	Registered

UNITED STATES: TRADEMARKS

	Mark Serial No.	Serial No.	Filing Date	International Class	Registration Date	Registration Number	Status
7.	CYBERHOMES and Design	75/058,209	2/16/96	36	6/3/97	2,066,619	Registered
8.	CYBERTALK	75/544,763	8/31/98	16			Pending (ITU)
9.	HOMES BY EMAIL	75/504,914	6/18/98	35			Pending (ITU), AAU filed
10.	KEY TO PROPERTY PHOTOS	75/679,237	4/9/99	16	2/15/00	2,319,540	Registered
11.	LANDMARK	75/290,796	5/12/97	9	5/4/99	2,242,427	Registered
12.	LANDMARK VISTA	75/148,395	8/12/96	9			Pending (ITU)
13.	LEARNING POINT	74/412,705	7/13/93	9	12/13/94	1,867,547	Registered
14.	LIST/ONE	74/031,867	2/23/90	36	3/9/93	1,757,182	Registered
15.	MACVIEW	74/409,956	7/7/93	9	2/28/95	1,881,309	Registered
16.	MAESTRO	75/879,131	12/23/99	9			Pending (USE)
17.	MLS/XPLORER	75/288,824	5/8/97	9	2/16/99	2,224,776	Registered
18.	OFFICE MLS	74/348,624	1/12/93	9	6/15/93	1,777,488	Registered
19.	OFFICE MLS	74/123,250	12/14/90	35	12/29/92	1,744,120	Registered
20.	ON-LINE AGENT	75/626,663	1/25/99	9			Pending (USE)
21.	ON-LINE SOFTWARE, INC. and Design	75/092,329	4/22/96	9	7/14/98	2,172,202	Registered
22.	ON-LINE YARD SIGN	75/498,391	6/8/98	35			Pending (ITU)

UNITED STATES: TRADEMARKS

	Mark Serial No.	Serial No.	Filing Date	International Class	Registration Date	Registration Number	Status
23.	PHOTO-TRIEVE	73/704,917	1/11/88	35	9/20/88	1,505,090	Registered
24.	PINPOINT	74/084,860	8/3/90	35	10/15/91	1,661,044	Registered
25.	PROPERTY PLUS	74/199,182	8/29/91	16	12/22/92	1,741,251	Registered
26.	READY-TRIEVE	74/018,293	1/9/90	35	5/14/91	1,644,822	Registered
27.	REAL-TERM	73/781,135	2/16/89	9	11/7/89	1,564,261	Registered
28.	REAL-TRIEVE	73/434,800	7/15/83	35	9/11/84	1,294,878	Registered
29.	RE/EXPLORER	75/445,180	3/5/98	9			Pending (ITU)
30.	SUPER-TRIEVE	73/534,929	4/29/85	35	10/22/85	1,367,010	Registered
31.	VIEWPOINT	74/348,625	1/12/93	9	9/6/94	1,852,243	Registered
32.	YOUR ON LINE YARD SIGN	75/498,390	6/8/98	35			Pending (ITU)
VISTA INFORMATION SOLUTIONS, INC.							
1.	DATAMAP	74/012,110	12/18/89	16	8/13/91	1,653,624	Registered
2.	ENTRAC	74/074,108	6/29/90	42	2/9/93	1,752,037	Registered
3.	GUS	74/213,822	10/21/91	42	8/11/92	1,707,524	Registered
4.	LEADSELECT	75/796,084	9/8/99	42			Pending (ITU)
5.	NEARMYHOME. COM	75/815,729	10/4/99	42			Pending (USE)
6.	VISTACHECK	75/441,360	2/26/98	42	10/19/99	2,288,249	Registered

UNITED STATES: TRADEMARKS

	Mark Serial No.	Serial No.	Filing Date	International Class	Registration Date	Registration Number	Status
7.	VISTA INFORMATION EXPRESSWAY	74/690,455	6/19/95	42	2/25/97	2,039,799	Registered
8.	VISTAINFO	75/665,061	3/22/99	9, 42			Pending (ITU)
9.	VISTAINFO (stylized)	75/665,060	3/22/99	9, 42			Pending (ITU)
10.	VISTAVIEWER	75/816,484	10/6/99	9			Pending (USE)

AUSTRALIA: TRADEMARKS

	Mark Serial No.	Serial No.	Filing Date	International Class	Registration Date	Registration Number	Status
VISTA DMS, INC. [MOORE NORTH AMERICA, INC. (fka Moore Business Forms, Inc. and Moore U.S.A., Inc.)]							
1.	CYBERHOMES	765569	6/23/98	16	6/23/98	765569	Registered
2.	CYBERHOMES and Design	770187	8/13/98	16	8/13/98	770187	Registered

CANADA: TRADEMARKS

	Mark Serial No.	Serial No.	Filing Date	International Class	Registration Date	Registration Number	Status
VISTA DMS, INC. [MOORE NORTH AMERICA, INC. (fka Moore Business Forms, Inc. and Moore U.S.A., Inc.)]							
1.	AD-EASE	1011715	4/8/99	9			Pending
2.	COMPASS	888926	9/1/98	9			Pending
3.	CONNECTING REAL ESTATE PROFESSIONALS WITH QUALIFIED HOME BUYERS AND SELLERS	881841	6/18/98	35			Pending
4.	CYBERHOMES	867430	1/27/98	16	5/26/99	TMA512,309	Registered
5.	CYBERHOMES and Design	867429	1/27/98	36			Pending
6.	HOMES BY EMAIL	1011717	4/8/99	35			Pending
7.	KEY TO PROPERTY PHOTOS	1011607	4/9/99	16			Pending
8.	LANDMARK	888923	9/1/98	9			Pending
9.	LANDMARK VISTA	1011712	4/8/99	9			Pending
10.	LEARNING POINT	1011711	4/8/99	9			Pending
11.	LIST/ONE	1011710	4/8/99	42			Pending
12.	LOGILASER	495583	12/1/82	9, 35	1/27/84	TMA287,413	Registered
13.	LOGITEX	446384	11/6/79	42	6/6/80	TMA246,204	Registered

-7-

Gray Cary\SD\1356853.1
102695-151255

	Mark Serial No.	Serial No.	Filing Date	International Class	Registration Date	Registration Number	Status
14.	MACVIEW	889168	9/2/98	9			Pending
15.	MAESTRO	1011709	4/8/99	9			Pending
16.	OFFICE MLS	1011708	4/8/99	9, 35			Pending
17.	ON LINE BROKER	868751	2/4/98	9			Pending
18.	ON LINE YARD SIGN	880939	6/10/98	35			Pending
19.	PAGEPOINT	1011706	4/8/99	35			Pending
20.	PHOTO-TRIEVE	602801	3/15/88	38, 42	3/10/89	TMA352,901	Registered
21.	PINPOINT	1011707	4/8/99	35, 36			Pending
22.	PROPERTY PLUS	700766	3/12/92	16	3/26/93	TMA401,208	Registered
23.	RE/EXPLORER	864012	12/12/97	9	11/9/98	TMA503,876	Registered
24.	REAL-TRIEVE	602802	3/15/88	38, 42	1/13/89	TMA349,906	Registered
25.	TEELA	701337	3/20/92	9, 36, 41, 42	3/5/93	TMA409,270	Registered
26.	TEELABASE	701335	3/20/92	9	1/28/94	TMA422,602	Registered
27.	TEELAPOINT	701396	3/20/92	9	5/14/93	TMA412,449	Registered
28.	TEELATRIEVE	704086	5/1/92	9	3/26/93	TMA410,229	Registered
29.	VIEWPOINT	888585	8/27/98	9			Pending
30.	YOUR ON LINE YARD SIGN	880940	6/10/98	35			Pending

	Mark Serial No.	Serial No.	Filing Date	International Class	Registration Date	Registration Number	Status
VISTA INFORMATION SOLUTIONS, INC.							
1.	VISTAINFO	1028309	9/9/99	9, 42			Pending
2.	VISTAINFO (stylized)	1028308	9/9/99	9, 42			Pending
3.	VISTAVIEWER		3/28/00	9			Pending

EUROPEAN COMMUNITY: TRADEMARK

	Mark Serial No.	Serial No.	Filing Date	International Class	Registration Date	Registration Number	Status
VISTA DMS, INC. [MOORE NORTH AMERICA, INC. (fka Moore Business Forms, Inc. and Moore U.S.A., Inc.)]							
1.	CYBERHOMES	713214	12/29/97	16	12/29/97	713214	Registered
2.	CYBERHOMES and Design	713248	12/29/97	36	12/29/97	713248	Registered

Gray Cary\SD\1356853.1
102695-151255

MEXICO: TRADEMARKS

	Mark Serial No.	Serial No.	Filing Date	International Class	Registration Date	Registration Number	Status
VISTA DMS, INC. [MOORE NORTH AMERICA, INC. (fka Moore Business Forms, Inc. and Moore U.S.A., Inc.)]							
1.	RE/EXPLORER	577,794	4/30/98	9	5/27/98	577,794	Registered

NEW ZEALAND: TRADEMARKS

	Mark Serial No.	Serial No.	Filing Date	International Class	Registration Date	Registration Number	Status
VISTA DMS, INC. [MOORE NORTH AMERICA, INC. (fka Moore Business Forms, Inc. and Moore U.S.A., Inc.)]							
1.	CYBERHOMES	294208	6/23/98	16	6/23/98	294208	Registered
2.	CYBERHOMES and Design	294209	6/23/98	36	6/23/98	294209	Registered

	Mark Serial No.	Serial No.	Filing Date	International Class	Registration Date	Registration Number	Status
VISTA INFORMATION SOLUTIONS, INC.							
1.	VISTAINFO	2208495	9/13/99	9, 42			Pending
2.	VISTAINFO (stylized)	2208507	9/10/00	9, 42			Pending

	Title	Registration Number	Status
VISTA DMS, INC. [MOORE NORTH AMERICA, INC. (fka Moore Business Forms, Inc. and Moore U.S.A., Inc.)]			
1.	Accounting Softwhere, winter 1984	1492146	Registered
2.	Legal Softwhere	1487276	Registered
3.	Softwhere, Real Estate	1440471	Registered
4.	Softwhere, Insurance	1440469	Registered
5.	Softwhere, Health Care	1391660	Registered
6.	Softwhere, Engineering	1440473	Registered
7.	Softwhere, Banking/Finance	1440472	Registered
8.	Softwhere, Real Estate	1290969	Registered

	Title	Registration Number	Status
VISTA DMS, INC. [MOORE NORTH AMERICA, INC. (fka Moore Business Forms, Inc. and Moore U.S.A., Inc.)]			
1.	Method and Apparatus for Display of Variable Intensity Pictures on a Video Display Terminal*	4,734,769	Registered

* NOTE: No apparent assignment document transferring ownership of this patent to VISTA DMS, Inc.